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# TRAINING AND ORIENTATION AGREEMENT

# Between

**The UNIVERSITY OF PADUA - ITALY** (the Promoting party), with offices in via VIII Febbraio n. 2, - 35122 Padua, tax code n. 80006480281, hereinafter called the "promoter", represented by Dr. ANDREA BERTI, born in Padova (ITALY), on 05/01/1963

# given that

To orient the professional decisions of students and graduates by giving them an opportunity to gain direct experience of the business world and to alternate between academic study and work as part of their educational process, the Promoting Party is entitled to promote training and orientation placements in the business world for the benefit of those who have already completed their compulsory education.

## It is hereby agreed that:

#### Art. 1

The *Hosting organization,* according to their recruitment requirements and selection process, will accept the student or the newly graduated from the UNIVERSITY of PADUA (Italy) for an internship project defined in a Training and Orientation Project.

## Art. 2

- 1. The training and orientation scheme may not be considered as a form of employment.
- 2. During the placement, the training and orientation activities are followed up and assessed by a tutor appointed by the promoter, who is responsible for the teaching and organizational aspects, and also by a tutor appointed by the hosting enterprise.
- 3. An individual training and orientation project will be developed for each trainee accepted by the hosting organization on the basis of this agreement; this project will indicate:
  - the name of the trainee;
  - the names of the university tutor and of the business organization's placement manager;
  - the objectives and methods for implementing the training, with indications of the period of time the trainee is to spend with the organization;
  - the business structures (factories, offices, departments, etc.) where the placement will be implemented;
  - details for identifying the relevant INAIL (accident) and third-party liability insurance coverage.

#### Art. 3

- 1. During the training and orientation placement, the trainee is obliged:
  - to carry out the activities specified in the training and orientation project;

- to comply with current regulations on matters of hygiene, health and safety in the workplace;
- not to divulge any confidential data, information or expertise concerning production processes and products that he/she may acquire during the placement.

## Art. 4

- The promoter insures the trainee against any accidents at work with the Italian National Institute for Insurance against Industrial Accidents - INAIL, and also against any third-party liability with insurance companies operating in the insurances sector. In the event of accident during the placement, the hosting organization undertakes to report the event - within the time established by current legislation both to the insurance institutions (specifying the number of the policy signed by the promoter) and to the promoter.
- The promoter undertakes to forward a copy of each training and orientation agreement to the appointed local authorities, to the appropriate local organization of the Ministry of Labor and Social Security responsible for matters of inspection, and also to the trade union representatives of the business organization concerned.

#### Art. 5

The hosting organization will ensure safe working conditions in the workplace in accordance with national law and with the European OSH - Occupational Safety and Health Framework Directive 89/391 of 12th of June 1989 and subsequent amendments. The Hosting Organization will:

- evaluate all the risks to the safety and health of the trainees, inter alia in the choice of work equipment, the chemical substances or preparations used, and the fitting-out of work places
- implement measures which assure an improvement in the level of protection afforded to trainees and are integrated into all the activities of the undertaking and/or establishment at all hierarchical levels

• take into consideration the trainee's capabilities as regards health and safety when he entrusts tasks to trainees; consult trainees on introduction of new technologies; designate trainee(s) to carry out activities related to the protection and prevention of occupational risks; take the necessary measures for first aid, fire-fighting, evacuation of trainees and action required in the event of serious and imminent danger; keep a list of occupational accidents and draw up and draw up, for the responsible authorities reports on occupational accidents suffered by his trainees; inform and consult trainees and allow them to take part in discussions on all questions relating to safety and health at work; ensure that each trainee receives adequate safety and health training.

This agreement will be valid for five years, starting from the date of its stipulation and will be valid only in the case where the Hosting Organization accepts the trainee coming from the University of Padova; if either party decides to withdraw, it must notify the other by registered letter.

Place and date \_\_\_\_\_

For the Hosting party

The legal representative

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For the University of Padua **Dr. Andrea Berti** *Research and Business Relations Area Manager* 

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